UNITED STATES PATENT AND TRADEMARK OFFICE

APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
09/517,419	03/02/2000	Joseph E. Nelson		4393

7590   02/26/2003

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EXAMINER
CHENCINSKI, SIEGFRIED E

ART UNIT	PAPER NUMBER
3628	

DATE MAILED: 02/26/2003

Please find below and/or attached an Office communication concerning this application or proceeding.

PTO-90C (Rev. 07-01)

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE <u>3</u> MONTH(S) FROM THE MAILING DATE OF THIS COMMUNICATION.
- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If the period for reply specified above is less than thirty (30) days, a reply within the statutory minimum of thirty (30) days will be considered timely.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133).
- Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

1)☒ Responsive to communication(s) filed on <u>22 November 2002</u>.

2a)☒ This action is **FINAL**.   2b)☐ This action is non-final.

3)☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

4)☒ Claim(s) <u>1,2,4-12 and 16-22</u> is/are pending in the application.

   4a) Of the above claim(s) _____ is/are withdrawn from consideration.

5)☐ Claim(s) _____ is/are allowed.

6)☒ Claim(s) <u>1, 2, 4-12 and 16-22</u> is/are rejected.

7)☐ Claim(s) _____ is/are objected to.

8)☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

9)☐ The specification is objected to by the Examiner.

10)☐ The drawing(s) filed on _____ is/are: a)☐ accepted or b)☐ objected to by the Examiner.

   Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).

11)☐ The proposed drawing correction filed on _____ is: a)☐ approved b)☐ disapproved by the Examiner.

   If approved, corrected drawings are required in reply to this Office action.

12)☐ The oath or declaration is objected to by the Examiner.

Priority under 35 U.S.C. §§ 119 and 120

13)☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).

   a)☐ All b)☐ Some * c)☐ None of:

   1.☐ Certified copies of the priority documents have been received.

   2.☐ Certified copies of the priority documents have been received in Application No. _____ .

   3.☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

   * See the attached detailed Office action for a list of the certified copies not received.

14)☐ Acknowledgment is made of a claim for domestic priority under 35 U.S.C. § 119(e) (to a provisional application).

   a) ☐ The translation of the foreign language provisional application has been received.

15)☐ Acknowledgment is made of a claim for domestic priority under 35 U.S.C. §§ 120 and/or 121.

Attachment(s)

1)☐ Notice of References Cited (PTO-892)
2)☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)
3)☐ Information Disclosure Statement(s) (PTO-1449) Paper No(s) _____ .

4)☐ Interview Summary (PTO-413) Paper No(s). _____ .
5)☐ Notice of Informal Patent Application (PTO-152)
6)☐ Other: _____ .

DETAILED ACTION

Claim Rejections - 35 USC § 103

1.   The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negatived by the manner in which the invention was made.

2.   **Re. Claims 1, 2 and 4 are rejected** under 35 U.S.C. 103(a) as being unpatentable over Tengel et. al. (U.S. Patent and in view of Andersen et. al. (US Patent 5,774,883) and further in view of http://www.ique.com/mergew.htm (hereafter ique.com) and Novastar Financial, Inc. Announces On-Line Automated Loan Origination and Approval As Fannie *Mae Seller/Servicer,* June 16, 1999 (hereafter Novastar).

Re. Claim 1, Tengel discloses a method for loan application comprising:

- completing an electronic loan application form on a loan application terminal, the loan application terminal connected to a loan application server (cot. 7 lines 6 - 19);
- requesting a credit report via the loan application terminal (cot. 8 line 66 - cot. 9 line10);
  creating a loan package comprising the electronic loan form, the credit report, and the electronic copy of the supporting documents (cot. 81ine 66 - cot. 9 line 22); and
- submitting the loan package electronically to a plurality of lenders (cot. 2 lines 52 - 58).

Tengel does not directly disclose:

- assembling and scanning supporting documents from a borrower for a loan to create an electronic copy of the supporting documents;
- parsing the credit references in a user-configurable manner or scanning.

Anderson discloses a system comprising assembling and scanning supporting documents from a borrower for a loan to create an electronic copy of the supporting documents (Col. 9, lines 48-55).

A software package called SMARTALX which discloses parsing is mentioned in Tengel. Ique.com's website discloses that the SMARTALX software includes receiving the credit report comprising credit references and parsing the credit references in a user-configurable manner (Page 3).

Anderson discloses a system comprising assembling and scanning supporting documents from a borrower for a loan to create an electronic copy of the supporting documents (Col. 9, lines 48-55).

Novastar discloses a method for loan application and credit correction comprising the borrower deciding to dispute a credit reference; the borrower designating electronically those credit references to be disputed; the borrower designating to the loan application server electronically the reason for disputing the credit reference; the loan application server automatically generating a dispute communication relating to the credit reference (Novastar - Paragraph 3).

It would have been obvious to one skilled in the art at the time the invention was made to modify the teachings of Tengel to include the parsing of ique.com with the scanning of Andersen, and the credit dispute procedure of Novastar to allow the credit report to be sorted and manipulated for easier viewing, to help input the information for the completion of the application and to correct credit reports for better loan opportunities.

Re. Claim 2, Tengel discloses the method for loan application and credit correction of claim 1 further comprising receiving electronic offers from the plurality of lenders at the loan application terminal, and electronically submitting the offers to the borrower for selection (Col. 9, lines 55-59).

Re. Claim 4 is rejected under 35 U.S.C. 103(a) as being unpatentable over Novastar as in claim 1 above and in view of Tengel.

It is obvious that Novastar's disclosed method includes the loan application server
adding any response to the dispute communications to the loan package, since the prior
dispute steps disclosed by Novastar would be without purpose if this step was not
included.

Novastar does not explicitly disclose the server submitting the loan package to a
plurality of lenders for review after completion of the dispute steps.

Tengel discloses the server submitting the loan package to a plurality of lenders
for review (Supra).

It would have been obvious to an ordinary practitioner of the art at the time of
applicant's invention to have combined the disclosures of Novastar with those of
Tengel for the purpose of establishing a more efficient automated method for on
line loan application to establish an enhanced competitive offering in the consumer
loan market place.

3.   **Claim 5 and 20 are rejected** under 35 U.S.C. 103(a) as being unpatentable
over Tengel in view of ique.com and further in view of Dykstra et al. (U.S. Patent
5,611,052) and Novastar.

Re. Claim 5, Tengel discloses requesting credit information from a plurality of credit
bureaus and receiving credit information electronically from the plurality of credit
bureaus (Col. 9 lines 1 - 10 and Fig. 2A – 206 & 208).

Tengel does not disclose parsing and configuring credit information or a credit dispute
process. Dykstra discloses a loan application system comprising parsing the credit
information into categories in a database (Col. 5, lines 39 - 49). The SMARTALX
product of ique.com discloses configuring the credit information in the database
according to the user definable parameters of ique.com (Supra). It would have been
obvious to one skilled in the art at the time the invention was made to modify the
teachings of Tengel to include the parsing of ique.com and the database of Dykstra to
allow the credit report to be sorted and manipulated for easier viewing and to store the
information in a manipulative format for later use.

Tengel does not disclose a credit dispute process.

Novastar discloses configuring the credit information in the database according to user definable parameters: the borrower deciding to dispute a credit reference; the borrower or broker designating electronically those credit references to be disputed; the borrower or broker designating electronically the reason for disputing the credit reference; and automatically generating a dispute communication relating to the credit reference. (Supra).

It would have been obvious to an ordinary practitioner of the art at the time of applicant's invention to have combined the disclosures of Dyskstra and Novastar with those of Tengel for the purpose of establishing a more efficient automated method for on line loan application to establish an enhanced competitive offering in the consumer loan market place.

Re. Claim 20, Novastar discloses the method of claim 5 further comprising the borrower or broker requesting credit information from a plurality of credit bureaus (Supra).

4. **Claims 6-12 are rejected** under 35 U.S.C. 103(a) as being unpatentable over Tengel in view of Novastar and further in view of Dykstra and igue.com.

Re. Claim 6, Tengel discloses a system for loan application comprising;
- a loan application terminal comprising a loan application form to be completed by a borrower and further comprising an electronic request is form for requesting credit bureau information about the borrower (Col. 4, lines 53 - 64 and Col. 8, line 66 - Col. 9 line 22);
- a network connected to the loan application terminal; a loan application server connected to the loan application terminal over the network for receiving the loan application form and the request for credit information (Col. 4, line 65 - Col. 5 line 11);
- the server further comprising instructions for requesting the credit information electronically from the plurality of credit bureaus and receiving the credit information over the network (Col. 8, line 66 - Col. 9, line 22);
- the server further comprising instructions for assembling the loan application form together with the credit information to form a loan package and for submitting the loan package to a plurality of lenders over the network (Col. 9, lines 11 - 22);

- the server further comprises instructions for permitting the borrower to identify credit references of interest (Col. 9, lines 1 - 10);
- the server further comprising instructions for assembling the loan application form together with the credit information to form a loan package and for submitting the loan package to a plurality of lenders over the network (Supra).

Tengel does not disclose disclose credit dispute resolution.

However, Novastar discloses dispute resolution:

- wherein the server further comprises instructions for allowing the borrower to designate those credit references that the borrower wishes to dispute (Paragraph 3).
- wherein the server further comprises instructions for presenting to the customer options for explaining and disputing the inaccurate credit references, for generating letters to the credit bureaus based upon the dispute (Paragraph 3).

It would have been obvious to one skilled in the art at the time the invention was made to modify the teachings of Tengel to include the dispute resolution of Novastar to conveniently dispute credit reports.

Re. Claim 7, Tengel teaches the server comprises instructions for receiving offers from lenders desiring to lend money to the borrow and for conveying the offers from the lenders to the borrower (Col. 9, lines 23 - 31).

Re. Claim 8, Tengel is discussed in claim 6 above. Tengel does not disclose parsing. Dykstra discloses a method comprising instructions for parsing the received credit information into a database and for displaying the parsed credit information according to user-definable parameters (dyk col. 5 lines 39 - 58). It would have been obvious to one skilled in the art at the time the invention was made to modify the teachings of Tengel to include the parsing into the database of Dykstra to allow the data to be stored and manipulated into a desirable format for the future.

Re. **Claim 9,** Tengel is discussed in claim 6 above. Tengel does not disclose formatting credit information.

The SMARTALX software on the igue.com website discloses a system for loan application and credit correction wherein the server further comprises instructions for displaying to a borrower a narrative version of the received credit information from igue.com's web site (Supra). It would have been obvious to one skilled in the art at the

time the invention was made to modify the teachings of Tengel to include the display
features of igue.com's web site to allow the user to change the credit information to a
more comfortable format.

Re. Claim 10, Tengel teaches a system for loan application wherein the network is the
internet (Co14, line 65 - Col. 5, line 2; Col. 8, lines 32-38).

Re. Claim 11, Tengel does not disclose a wireless network. However, the kind or type
of item is not a test for inventive step. It would have been obvious to one skilled in the
art to modify the system of Tengel to include a wireless network to make the system
more mobile.

Re. Claim 12, Tengel does not disclose an intranet network. However, the kind or type
of item is not a test for inventive step. It would have been obvious to one skilled in the
art to modify the system of Tengel to include an intranet network as a well known
additional communications option.

5.   **Claims 16-19 are rejected** under 35 U.S.C. 103(a) as being unpatentable over
Tengel and in view of Dykstra and further in view of igue.com and Novastar.

Re. Claim 16, Tengel disclosures a system for reviewing credit information comprising:

- a computer terminal comprising means to input a request for credit information
  about a borrower (Supra);
- a network connected to the computer terminal (Supra);
- a server connected to the computer terminal over the network for receiving the
  request for credit information (Supra);
- the server further comprising instructions for requesting the credit information
  electronically from at least one credit bureau and receiving the credit information
  over the network (Supra);

Tengel does not diclose that the server further comprises instructions for parsing the
received credit information into a database and for displaying the parsed credit
information according to user-definable parameters. However, Dykstra discloses a

server which comprises instructions for parsing the received credit information into a database and for displaying the parsed credit information according to user-definable parameters. Dykstra discloses a loan application system comprising parsing the credit information into categories in a database (Supra). The SMARTALX product of ique.com discloses configuring the credit information in the database according to the user definable parameters of ique.com. It would have been obvious to one skilled in the art at the time the invention was made to modify the teachings of Tengel to include the parsing of ique.com and the database of Dykstra to allow the credit report to be sorted and manipulated for easier viewing and to store the information in a manipulative format for later use.

Tengel does not disclose that

- the server further comprises instructions for permitting the borrower to identify credit references of interest;

- the server further comprises instructions for allowing the borrower to designate those credit references that the borrower wishes to dispute; and

- the server further comprises instructions for presenting to the borrower options for explaining and disputing the inaccurate credit references, and for automatically generating a communication to the credit bureau based upon the dispute option selected by the borrower.

However, Novastar discloses:

- the server further comprises instructions for permitting the borrower to identify credit references of interest;

- the server further comprises instructions for allowing the borrower to designate those credit references that the borrower wishes to dispute; and

- the server further comprises instructions for presenting to the borrower options for explaining and disputing the inaccurate credit references, and for automatically generating a communication to the credit bureau based upon the dispute option selected by the borrower.

It would have been obvious to one skilled in the art at the time the invention was made to modify the teachings of Tengel to include the parsing of ique.com with the the credit dispute procedure of Novastar to allow the credit report to be sorted and manipulated for easier viewing, to help input the information for the completion of the application and to correct credit reports for better loan opportunities.

Re. Claim 17, Tengel discloses the system of claim 16 wherein the network is selected from the group consisting of the internet, a wireless network, and an intranet (Supra).

Re. Claim 18, the disclosures of Tengel are cited above. Tengel does not explicitly disclose the aspect of the system of claim 16 wherein the server further comprises instructions for parsing the received credit information into a database and for displaying the parsed credit information according to user-definable parameters. However, Dykstra discloses a system wherein the server further comprises instructions for parsing the received credit information into a database and for displaying the parsed credit information according to user-definable parameters (Supra). It would have been obvious to one skilled in the art at the time the invention was made to modify the teachings of Tengel to include the parsing system of Dykstra to allow the credit report to be sorted and manipulated for easier viewing, to help input the information for the completion of the application and to correct credit reports for better loan opportunities.

Re. Claim 19, Tengel discloses the system of claim 16 wherein the server further comprises instructions for displaying to a borrower a narrative version of the received credit information (Supra).

6.   **Claims 21-22 are rejected** under 35 U.S.C. 103(a) as being unpatentable over Tengel as in claim 1 above and in view of Dykstra and further in view of ique.com and Novastar.

Re. Claim 21, Tengel discloses a method for reviewing credit information comprising:

- a borrower or broker requesting credit information from at least one credit bureau; receiving credit information electronically from the at least one credit bureau (Supra);

Tengel does not disclose a method wherein:

- the borrower deciding to dispute a credit reference;

- the borrower or broker designating electronically those credit references to be disputed;

- the borrower or broker designating electronically the reason for disputing the credit reference; and

- automatically generating a dispute communication relating to the credit reference.

However, Novastar discloses a method wherein:

- the borrower deciding to dispute a credit reference;

- the borrower or broker designating electronically those credit references to be disputed (Supra);

- the borrower or broker designating electronically the reason for disputing the credit reference (Supra); and

- for automatically generating a dispute communication relating to the credit reference (Supra).

It would have been obvious to one skilled in the art at the time the invention was made to modify the teachings of Tengel to include the credit dispute procedure of Novastar to help input credit information for the completion of the application and to correct credit reports for better loan opportunities.

Re. Claim 22, Tengel discloses a system for reviewing credit information comprising a computer terminal comprising means to input a request for credit information about a borrower, including a network connected to the computer terminal; a server connected

to the computer terminal over the network for receiving the request for credit information; and the server further comprising instructions for requesting the credit information electronically from at least one credit bureau and receiving the credit information over the network (Supra).

Tengel does not explicitly disclose a system wherein the server further comprises instructions for allowing the borrower to designate those credit references that the borrower wishes to dispute; and the server further comprises instructions for presenting to the borrower options for explaining and disputing the inaccurate credit references, and for automatically generating a communication to the credit bureau based upon the dispute option selected by the borrower.

However, Novastar discloses a system wherein the server further comprises instructions for allowing the borrower to designate those credit references that the borrower wishes to dispute; and the server further comprises instructions for presenting to the borrower options for explaining and disputing the inaccurate credit references, and for automatically generating a communication to the credit bureau based upon the dispute option selected by the borrower (Supra).

It would have been obvious to one skilled in the art at the time the invention was made to modify the teachings of Tengel to include the credit dispute system of Novastar to help input credit information for the completion of the application and to correct credit reports for better loan opportunities.

Response to Arguments

7.   Applicant's arguments filed November 22, 2002 have been fully considered but they are not persuasive.

In response to applicant's argument that the Novastar system and method cannot be combined with the disclosures of Tengel, Anderson, Dykstra and ique.com for the purpose of rejection applicant's claims in view of prior art, the test for obviousness is not whether the features of a secondary reference may be bodily incorporated into the

structure of the primary reference; nor is it that the claimed invention must be expressly suggested in any one or all of the references. Rather, the test is what the combined teachings of the references would have suggested to those of ordinary skill in the art. See *In re Keller,* 642 F.2d 413, 208 USPQ 871 (CCPA 1981).

Conclusion

8. **THIS ACTION IS MADE FINAL.** Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire THREE MONTHS from the mailing date of this action. In the event a first reply is filed within TWO MONTHS of the mailing date of this final action and the advisory action is not mailed until after the end of the THREE-MONTH shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than SIX MONTHS from the mailing date of this final action.

Any inquiry concerning this communication or earlier communications from the Examiner should be directed to Siegfried Chencinski whose telephone number is 703-305-6199]. The Examiner can normally be reached Monday through Friday, 9am to 6pm.

If attempts to reach the Examiner by telephone are unsuccessful, the Examiner's supervisor, Hyung S. Sough, can be reached on 703-308-0505.

Any inquiry of a general nature or relating to the status of this application or proceeding should be directed to the Receptionist whose telephone number is (703) 308-1113.

Any response to this action should be mailed to:

Commissioner of Patents and Trademarks
Washington D.C. 20231

or faxed to:

(703)305-7687   [Official communications; including
                      After Final communications labeled
                      "Box AF"]

(703) 746-8177   [Informal/Draft communications, labeled
                      "PROPOSED" or "DRAFT"]

Hand delivered responses should be brought to Crystal Park 5, 2451 Crystal Drive, Arlington, VA, 7th floor receptionist.

SEC

February 24, 2003

FOR

Hyung-Sub Sough
Primary Examiner